



Municipal Corporation of Greater Mumbai

**BID DOCUMENT**

**for**

“Procurement of Tablet computer for MCGM”

Bid Notification No.: 7100181862

---

Issued By

IT Department

Municipal Corporation of Greater Mumbai

## Table of Contents

### Glossary 5

E-Tender Notice .....	6
-----------------------	---

Invitation of Bid .....	8
-------------------------	---

2.1 Project Background .....	8
2.2 Project Objective .....	8
2.3 Bid Document Notice .....	8
2.4 Bid Invitation .....	9

Pre-Qualification Criteria.....	10
---------------------------------	----

Instructions to Bidder .....	12
------------------------------	----

4.1 Bid Data Sheet .....	12
4.2 Purpose of Bid Document .....	13
4.3 Cost of Bid Document.....	13
4.4 Bidder Registration and Instructions.....	13
4.5 Bid Preparation Cost .....	15
4.6 Pre bid Meeting .....	16
4.7 Amendment of Bid Document .....	16
4.8 Rights to Terminate the Process.....	16
4.9 Earnest Money Deposit (EMD) and Refund .....	17
4.10 Solvency Certificate .....	17
4.11 Submissions of Bids.....	18
4.12 Site Visit .....	19
4.13 Language of Bids .....	19
4.14 Bid Submission Format.....	19
4.15 Documents Comprising of Bids .....	19
4.16 Withdrawal of Bids .....	20
4.17 Evaluation Process .....	20
4.18 Evaluation of Technical Bids .....	20
4.19 Opening of Technical Bid .....	21
4.20 Opening of Commercial Bid .....	21
4.21 Selection Method .....	22
4.22 OEM / Implementation Partner Participation Criteria.....	22
4.23 Rights to Accept/Reject any or all Bids .....	23
4.24 Clarification .....	23
4.25 Amendment of Bid Document .....	24
4.26 Notifications of awards and Signing of Contract .....	24
4.27 Performance Bank Guarantee / Contract Deposit.....	24
4.28 Failure to agree with the Terms and Conditions of the Bid/Contract .....	25
4.29 Terms and Conditions of the Bid .....	25
4.30 Legal and Stationery Charges .....	25
4.31 Stamp Duty .....	25

Scope of Work .....	26
---------------------	----

5.1 Project Objective.....	26
5.2 Summary of Scope .....	26
5.3 Proposed Scope of Work .....	26

5.4	Tablets .....	27
5.5	Helpdesk /Customer support .....	28
<b>Annexure I: Instructions for Pre-Qualification Bid .....</b>		<b>29</b>
6.1	Pre-Qualification Cover Letter.....	29
6.2	Check-list for the documents to be submitted .....	30
6.3	Format to share Bidder's Particulars.....	30
6.4	Format for Declaration by the Bidder for not being Blacklisted / Debarred .....	32
6.5	Performance Bank Guarantee Format .....	33
<b>Annexure II: Instructions and Technical Bid Document Formats .....</b>		<b>35</b>
7.1	General Instructions for the Technical Bid .....	35
7.2	Format to share Project Details .....	36
7.3	Technical Bill of Material and Bill of Quantity (To be provided by the Bidder) .....	37
7.4	Format for Authorization Letters from OEMs.....	38
<b>Annexure III: Commercial Bid Formats .....</b>		<b>39</b>
8.1	Commercial Bid Cover Letter.....	39
8.2	Commercial Bid Format and Instructions .....	41
<b>Annexure IV: Draft Contract Agreement .....</b>		<b>43</b>
9.1	Definitions, Interpretations and Other Terms.....	44
9.2	Interpretations.....	46
9.3	Term of the Contract Agreement .....	48
9.4	MCGM's Decision .....	48
9.5	Delegation .....	48
9.6	Communication .....	48
9.7	Other Bidders.....	48
9.8	Personnel .....	48
9.9	MCGM's and Service Provider's Risks .....	49
9.10	MCGM's Risks.....	49
9.11	Service Provider's Risks .....	49
9.12	Management Meetings.....	49
9.13	Tests .....	49
9.14	Variations .....	49
9.15	Payment for Variations .....	49
9.16	Operation and Maintenance Manuals.....	49
9.17	Compliance with Labour Regulations .....	50
9.18	Format & Signing of Application .....	50
9.19	Marking of Application .....	50
9.20	Clarification of Financial Bids .....	50
9.21	Official Secrecy .....	50
9.22	Subsequent Legislation .....	51
9.23	Patent, Rights & Royalties .....	51
9.24	Payment, Taxes & Claims .....	51
9.25	Receipts to be signed in firm's name by any one of the partners .....	51
9.26	Proprietary data.....	52
9.27	Correspondence with the Service Provider .....	52
9.28	Taxes.....	52
9.29	Contract Execution .....	52
9.30	Contract may be rescinded and Performance Bank Guarantee (PBG) forfeited for bribing a public officer or if contractor becomes insolvent .....	53
9.31	Fees.....	53
9.32	Work Completion Timelines and Payment Terms .....	53
9.33	Service Level Agreements .....	54

9.34	Professional Project Management.....	55
9.35	Use and Acquisition of Assets during the term.....	55
9.36	Security and safety.....	56
9.37	Indemnity.....	56
9.38	Third Party Claims.....	57
9.39	Publicity .....	58
9.40	Warranties .....	58
9.41	Force Majeure .....	59
9.42	Resolution of Disputes .....	60
9.43	Risk Purchase Clause.....	60
9.44	Limitation of Liability towards MCGM .....	60
9.45	Conflict of Interest.....	60
9.46	Data Ownership .....	60
9.47	Fraud and Corruption .....	61
9.48	Exit Management .....	61
9.49	Termination of contract .....	62
9.50	Termination for Convenience .....	64
9.51	Miscellaneous .....	64
9.52	Applicable Law.....	67
9.53	Stamp Duty Payment.....	68
Annexure V: List of Approved Banks .....		69
Annexure VI: Authorization letter for attending pre-bid meeting / bid opening.....		71
Annexure VII: Draft Non-Disclosure Agreement .....		72
Annexure VIII: Irrevocable Undertaking.....		75
Annexure IX: Minimum Technical Specifications .....		76
Annexure X: RACI Matrix .....		77
Annexure XI: Pre-Bid Query Format .....		78
Fraud and Corrupt Practices .....		78
Disclaimer .....		79

## Glossary

Abbreviations and Acronyms	Description
AMC	Annual Maintenance Contract
BEC	Bid Evaluation Committee
BOM	Bill Of Material
CA	Contract Agreement
COTS	Commercial Off The Shelf Product
EMD	Earnest Money Deposit
FMS	Facilities Management Service Provider
IA	Implementation Agency
IP	Intellectual Property
ISO	International Organisation of Standardization
IT	Information Technology
LAN	Local Area Network
MCGM	Municipal Corporation of Greater Mumbai
MIS	Management Information System
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OS	Operating System
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Personal Computer
RFP	Request For Proposal
UPS	Unintrupted Power Supply

## E-Tender Notice

### MUNICIPAL CORPORATION OF GREATER MUMBAI Information Technology Department

#### E-TENDER NOTICE

No. Director/IT/1138 Dated 30.09.2020

The Commissioner of Municipal Corporation of Greater Mumbai invites e-tender for above mentioned work. The bid copy can be downloaded from MCGM's portal (<http://www.mcgm.gov.in>) under "Tenders" section.

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above mentioned portal under 'Tenders'. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The vendors can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra. MCGM has also opened a Help-desk at the CPD's office to help the vendors in this regard.

The technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	E-Tender Price	EMD	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Procurement of Tablet for MCGM Offices.	Rs. 4,000/- + GST @ 5%	Rs. 44,000/-	01.10.2020 at 11.00 hrs	08.10.2020 at 16.00 hrs

**Note: Last date for online payment of Earnest money Deposit (EMD) is on or before due date & time prescribed.**

There will be no pre-bid meeting. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing / email minimum 2 days before due date. Only suggestions / observations received in writing/email will be discussed and clarified and any modification of the tendering documents, which may become necessary as a result, shall be made by MCGM exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification.

The tender document is available on MCGM portal (<http://www.mcgm.gov.in>) along with this tender notice. However, the tenderer shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

The tenderer shall have to pay **EMD** through online payment only.

**Note: - No Exemption will be allowed for the tenderers having standing deposit with MCGM. The tenderers shall have to pay the tender EMD amount through on line payment only.**

The Authority (MCGM) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

Tenders shall note that any corrigendum issued regarding this tender notice will be published on the MCGM portal only. No corrigendum will be published in the local newspapers.

Sd/-  
**Director (IT)**

**For detailed tender document please scroll down**

Bid No. 7100181862 Dt. 30.09.2020

## Invitation of Bid

### 2.1 Project Background

MCGM aspires to transform Mumbai into a city of millennium, a world class city as stated in the development plan 2005-2025. In order to achieve this, Mumbai needs to be distinctive on the dimension of quality of life by improving the quality of citizen welfare services.

### 2.2 Project Objective

Through this tender MCGM intends to select an Implementation Agency for the Procurement of Tablet for MCGM's Offices.

Further, the rates discovered in this tender would hold true for procurement of various components irrespective of the finalised MCGM locations.

### 2.3 Bid Document Notice

1. This bid Document is being published by the Director of Information Technology, Municipal Corporation of Greater Mumbai, for the Project “**Procurement of Tablet for MCGM Offices**”.
2. Bidder agencies are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
3. This bid document is not transferable.
4. The complete bidding document has been published on <http://mcgm.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/bidding document fee and EMD.
5. Bidders who wish to participate in this bidding process must register on <http://mcgm.gov.in>.
6. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
7. A three envelope selection procedure shall be adopted.
8. Bidder (authorized signatory) shall submit their offer online in electronic formats of technical (including prequalification documents) and financial proposal.
9. MCGM will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal, well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. For queries related to eTender, kindly contact; Tel: 022-24811275 , Email: [etendering.it@mcgm.gov.in](mailto:etendering.it@mcgm.gov.in)



10. Bidders are also advised to refer “Bidders Manual Kit” available at <https://etendering.mcgm.gov.in> for further details about the e-tendering process.

#### **2.4 Bid Invitation**

The Director IT, Municipal Corporation of Greater Mumbai invites the bidders to submit their technical proposals and financial offers for the project of Procurement of Tablet for MCGM's Offices in accordance with conditions and manner prescribed in this Bid Document.

## Pre-Qualification Criteria

The qualification criteria shall be met by the bidder, as a Single Firm entirely on its own. A bidder who submits more than one tender shall be summarily disqualified.

The 'Bidder', shall be primarily accountable for the implementation of the entire scope of the project.

Sr. No	Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under Indian Companies Act, 1956 and 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership
2.	The Bidder should have an average annual turnover of at least INR <b>2 Crores</b> from system integration involving Supply, Installation, Testing, Commissioning and Maintenance of IT infrastructure i.e. Hardware Components over the last three financial years	<ul style="list-style-type: none"> <li>Audited Profit &amp; Loss Statements for last three financial years</li> <li>Certificate from the Chartered Accountant clearly stating the turnover of the company for last three year</li> </ul>
3.	Bidder should have positive net worth as on 31 <sup>st</sup> March 2019.	Certificate from the Chartered Accountant clearly stating the net worth.
4.	<p>The Bidder should have executed or currently executing project/s of below mentioned value for supply, installation, commissioning and maintenance of Client-side hardware Infrastructure in last three financial years in India</p> <ol style="list-style-type: none"> <li>At least one project with a value of Rs 1.5 crore <b>OR</b></li> <li>At least two projects with a value of Rs 1 crore <b>OR</b></li> <li>At least three projects with a value of Rs 80 L each</li> </ol>	Copy of Work Order & Work Completion certificate of the project from respective client clearly stating the scope, current status (percentage completion) and the contact details of the authority.
5.	Supply, installation, commissioning and maintenance of at least 100 tablet/smartphone single projects over the last three financial years,	Copy of Work Order
6.	The Bidder should have or shall be ready to set	Rental Agreement/ Utility Bill in the name

	up a project office in Mumbai Metropolitan Region (MMR).	of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.
7.	The Bidder should have valid documentary proof of GST registration number and PAN Card.	Copy of GST registration number and PAN card
8.	The Bidder must be authorized by OEM (Original Equipment Manufacturer) for the item mention in section 7.3 "Technical Bill of Material and Bill of Quantity"	Manufacturer's Authorisation Forms from respective OEMs
9.	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document

## Instructions to Bidder

### 4.1 Bid Data Sheet

#	Information	Details
<b>A. Introduction</b>		
1.	Project Name	Procurement of Tablet for MCGM's Offices
2.	Bid Document reference No and Start Date	7100181862 Dt. 30.09.2020
3.	Bid Type	Open Tender via e-Tendering system
4.	Bid Document Price (non-refundable)	INR 4,000/- + 5% GST to be Paid Online
5.	Bid Download Due Date	08.10.2020 up to 16.00 hrs.
6.	Earnest Money Deposit (EMD)	INR 44,000/-
7.	EMD Submission Due Date & Time	08.10.2020 up to 16.00 hrs.
8.	Addressee and Address for the EMD to be submitted	To be paid online
9.	Bank Solvency Certificate	INR 10,00,000/-
10.	Performance Bank Guarantee / Contract Deposit	<5% of the contract value Within one month from the date of the notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by MCGM>
<b>B. Preparation of Bids</b>		
11.	Language of Bid	English
12.	Bid Validity Period	180 Calendar Days from the Date of Opening of Bid
13.	Performance Security Validity Period	Valid upto the entire contract period + 3 Months (including defect liability period or payment of final bill whichever is later)
<b>C. Bid Presentation</b>		
14.	Last date for submission of written queries for clarifications	06.10.2020 up to 16.00 hrs.
15.	Query Submission	To be submitted via e-mail only. <i>Kindly refer to Annexure XI for query format.</i>
16.	Place, Date and Time of pre-bid meeting	NA
17.	Contact Person for clarification of Queries	Shri. Amit Gadekar, Manager (IT) Office of Director (IT), Basement, Annex bldg., Mun. Head Office, Mahapalika Marg, Fort, Mumbai – 400001.

#	Information	Details
18.	Contact Information	<a href="mailto:Managero2.it@mcgm.gov.in">Managero2.it@mcgm.gov.in</a> 022-24811258/262
19.	Last date (deadline) for receipt of proposals in response to Bid Document notice	08.10.2020 up to 16.00 hrs. Director (IT), Basement, Annex bldg., Mun. Head Office, Mahapalika Marg, Fort, Mumbai – 400001.
20.	Place, Time and Date of opening of Technical proposals received in response to the Bid Document notice	08.10.2020 up to 16.00 hrs. Director (IT), Basement, Annex bldg., Mun. Head Office, Mahapalika Marg, Fort, Mumbai – 400001.
21.	Place, Time and Date of technical presentations by qualified bidders.	NA
22.	Place, Time and Date of opening of Financial proposals received in response to the Bid Document notice	12.10.2020 after 15.00 hrs. Director (IT), Basement, Annex bldg., Mun. Head Office, Mahapalika Marg, Fort, Mumbai – 400001.
<b>D. Evaluation of Bids and Awarding of Contract</b>		
23.	Signing of Contract Agreement with MCGM	Within 30 days after the declaration of results

#### 4.2 Purpose of Bid Document

- The purpose of this Bid Document is to select an agency for Procurement of Tablet for MCGM's Health Institutes/Offices as per the scope defined in the subsequent sections. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids".

#### 4.3 Cost of Bid Document

- The Cost of bid document as mentioned in Section 4.1.

#### 4.4 Bidder Registration and Instructions

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM). SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist MCGM in throughout the tendering process for successful implementation.

**NOTE:** This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as **"Sale Date"**

End Date read as **"Submission Date"**

Supplier read as **"Contractor/bidder"**

Vendor read as “**Contractor/bidder**”

Vendor Quotation read as “**Contractors Bid/Offer**”

Purchaser read as “**Department/MCGM**”

**I.** Before entering in to online tendering process, the bidder should complete the registration process so as to get User ID for E-tendering links. For this, the bidder can access through Supplier registration via MCGM Portal.

There are two methods for this registration :( **II and III**)

**II.** Transfer from R3 (registered bidders with MCGM) to SRM

- a.** Bidders already registered with MCGM will approach to Vendor Transfer cell.
- b.** Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.
- c.** MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
- d.** Transferred Vendor receives User ID creation link on his supplied mail Id.
- e.** Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

**III.** Online Self Registration (Temporary registration for applicant not registered with MCGM)

- a.** Vendor fills up Self Registration form via accessing MCGM portal.
- b.** Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- c.** Accepted Vendor receives User ID creation email with Link on his supplied mail Id.
- d.** Vendor creates his User ID and Password for e-tendering application.

**IV.** Bidders BIDDING: Applicant will Quote and Upload Tender Documents

1. Access e-tender link of SRM Portal
2. Log in with User ID and Password
3. Selects desired Bid Invitation (he wants to bid)
4. To download tender documents Bidders will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
5. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration ‘C’ folder link.
6. Applicant will upload Packet **A** related and Packet **B** related Documents in Packet **A** and Packet **B** folder respectively by accessing these folders through “My Notes” Tab and collaboration folder link.
7. All the documents uploaded have to be digitally signed and saved. Bidder can procure there digital signature from any certified CA’s in India.

8. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
9. For commercial details (in Packet C) Bidders will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered 'o' it will be treated as at par. By default the value is zero only.
10. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
11. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
12. Please note that "Hold" action do not submit the Bid.
13. Applicants will receive confirmation once the Bid is submitted.
14. Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the document for Packet A & B are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in Section 3.

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

The e-tender is available on MCGM portal, <http://portal.mcgm.gov.in>, as mentioned in Section 4.1 of this Bid document. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table mentioned in Section Section 4.1

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as mentioned in Section 4.1. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcgm.gov.in>).

#### **4.5 Bid Preparation Cost**

1. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by MCGM to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. MCGM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. This bid does not commit MCGM to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of MCGM and may be returned at its sole discretion.

#### **4.6 Pre-bid Meeting**

- ~~1. MCGM will host a Pre-bid Meeting for queries (if any) by the prospective bidders. Details regarding the date, time and place of the meeting are provided in Section 4.1. A maximum of three representatives of each of the the bidder may attend the pre-bid meeting on the production of authority letter from the applicant at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.~~
- ~~2. All enquiries from the bidders relating to this bid must be submitted to the designated contact person as mentioned in section 4.1 of this bid document. The queries should necessarily be submitted in the format as given in Annexure as a Microsoft Word/Spreadsheet document:~~
- ~~3. Authorisation letter in the name of the person attending the pre-bid meeting needs to be submitted on the letterhead of the Bidder during the pre-bid meeting in the format specified, refer Annexure VI.~~
- ~~4. Queries submitted post the specified deadline or which do not adhere to the specified format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the MCGM website (<http://www.mcg.gov.in/irj/portal/anonymous/qlcBids>).~~

#### **4.7 Amendment of Bid Document**

1. At any time before the deadline for submission of bids, MCGM, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by an amendment. All the amendments made in the document would be informed to all the participating bidders through email.
2. The bidders are advised to visit the MCGM website as stated in section 4.6 of this document on regular basis for checking necessary updates. MCGM also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid.
3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, MCGM may, at its discretion, extend the last date for the receipt of Bids.

#### **4.8 Rights to Terminate the Process**

1. MCGM may terminate the bid process at any time and without assigning any reason. MCGM makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This bid document does not constitute an offer by MCGM. The Bidder's participation in this process may result in MCGM selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MCGM to execute a contract or to continue negotiations. MCGM may terminate negotiations at any time without assigning any reason.



#### **4.9 Earnest Money Deposit (EMD) and Refund**

1. Bidders shall pay, along with their Bids, EMD amount as mentioned in Section 4.1, and it shall be paid online. The bidders shall pay the EMD through online only and should not be paying the EMD in personal.
2. In case a bid is submitted without the EMD as mentioned above then MCGM reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
3. The EMD shall be denominated in Indian Rupees only. No interest shall be paid by MCGM towards the deposited EMD.
4. EMDs of all bidders barring first four lowest Bids shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 3rd and 4th lowest Bidder shall be returned on their written request after recommendation of bid committee. After returning EMD to these two bidders, for any reasons, if these bidders become eligible for contract as per the recommendation of bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the lowest Bidder, the EMD of 2nd lowest Bidder shall be returned immediately without waiting for request. EMD of the successful Bidder will be refunded after submission of Performance Bank Guarantee and compliance of contractual formalities.
5. The EMD may be forfeited in any of the following cases:
  - i. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
  - ii. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document
  - iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
  - iv. During the bid process, if any information is found wrong / manipulated / hidden in the bid.
6. The decision of MCGM regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
7. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the Commercial bid.
8. EMD of Successful bidder will be returned after the award of contract and submission of the performance Bank Guarantee within specified time.

#### **4.10 Solvency Certificate**

1. A valid Bank Solvency Certificate of amount as mentioned in Section 4.1 issued not more than six months prior to the date of submission of bid needs to be submitted in the Pre-Qualification folder (Packet 'A').

#### **4.11 Submissions of Bids**

1. Complete bidding process will be online (e-Bidding) in three packet system. All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on web site <http://www.mcgm.gov.in/irj/portal/anonymous/qlBids>.
2. Bidding documents can be seen, downloaded and submitted in electronic format on the MCGM website. The deadline for submission of bid is specified in section 4.1 of this document.
3. Technical bids will be opened as per the details found in section 4.1 of this document.
4. Bidder should submit information and scanned copies of all the documents in PDF format in Pre-Qualification folder (Packet 'A') as mentioned in the Bid Document.
5. Bidder may be requested to submit original documents for verification during evaluation of technical bids as and when required.
6. Time and date of opening of financial bid will be informed by email to technically qualified bidders.
7. An authorized representative of the Bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorized representative of the Bidders shall digitally sign the original Technical bid and Commercial bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.
8. As per MCGM guidelines MGC/F/7867 dated 06.10.2015, on opening the Pre-Qualification folder, if it is found that the Bidder has not submitted required documents as per Pre-Qualification folder (Packet 'A') then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from MCGM (through email), otherwise 10% of the EMD paid by the bidder shall be forfeited and bid shall be treated as non-responsive
9. As per MCGM guidelines MGC/F/7867 dated 06.10.2015, on opening the Technical Qualification folder, if it is found that the Bidder has not submitted required documents in Technical Qualification folder (Packet 'B') then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from MCGM (through email), otherwise 10% of the EMD paid by the bidder shall be forfeited and bid shall be treated as non-responsive
10. MCGM reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by MCGM then the documents submitted cannot be deemed as accepted.
11. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

#### **Note:**

- I. Curable Defect shall mean shortfalls in submission such as:
  - a. Non-submission of following documents,
    - i. Valid Registration Certificate.

- ii. Valid Bank Solvency
    - iii. Tax Registration Certificate (VAT/CST/GST)
    - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc
    - v. Partnership Deed and any other documents
    - vi. Undertakings as mentioned in the tender document.
  - b. Wrong calculation of Bid Capacity,
  - c. No proper submission of experience certificates and other documents, etc.
- II. Non-curable Defect shall mean
- a. In-adequate submission of EMD/ASD amount,
  - b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

#### 4.12 Site Visit

1. Bidders are welcome to visit the site/s and obtain additional information at their own cost and responsibility. However, a prior appointment with the concerned officials is recommended.

#### 4.13 Language of Bids

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

#### 4.14 Bid Submission Format

1. The entire bid shall strictly be as per the format specified in this bid.

#### 4.15 Documents Comprising of Bids

1. Following table is provided as the guideline for submitting various important documents along with the bid.

#	Type of Envelope	Documents to be submitted
01	Pre-Qualification Folder (Packet A)	<ul style="list-style-type: none"> <li>✓ Cover Letter</li> <li>✓ Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid</li> <li>✓ Bidder's Particulars as per specified format</li> <li>✓ Valid Solvency Certificate as specified</li> <li>✓ All the documentary evidence required as per pre-qualification criteria mentioned in <b>section 3 (Pre-Qualification Criteria)</b> of this bid</li> </ul>
02	Technical Bid Folder	✓ Technical Bid in the format specified

	(Packet B)	<ul style="list-style-type: none"> <li>✓ Commercial Bid Cover Letter</li> <li>✓ Technical Bill of Material (to be provided by the Bidder)</li> </ul>
03	Commercial Bid Folder (Packet C)	To be submitted online

2. Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.
3. The bidders shall categorically provide their Email-ID in packet 'A'.

#### 4.16 Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify to MCGM by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall
  - a. be addressed to MCGM at the address named in the Bid Data Sheet, and
  - b. bear the Contract name, the <Title> and < Bid No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.
2. No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

#### 4.17 Evaluation Process

1. The evaluation process of the bid proposed to be adopted by MCGM is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that MCGM may adopt.
2. MCGM shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. MCGM may waive any informality or non-conformity in a bid which does not constitute a material deviation according to MCGM.
3. The bid prices should not be mention in any part of the bid other than the Commercial Bid.
4. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid.

#### 4.18 Evaluation of Technical Bids

1. Consortium is not permitted.
2. Sub-contracting is not permitted. However, the Implementation Agency shall seek prior approval from MCGM for sub-contracting any work, if not already specified in the bid. Such sub-contracting shall not relieve the Implementation Agency from any liability or obligation under the Contract. The

Implementation Agency shall be solely responsible for the work carried out by subcontracting under the contract.

3. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause by the Bid Evaluation Committee (BEC).
4. The BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in MCGM's interest).
5. The bidder with lowest cost submitted (L1 rate) in the commercial bid opening will be awarded the contract.

#### **4.19 Opening of Technical Bid**

1. MCGM shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 4.1.
2. Only bids that are opened and read out at the bid opening and whose EMD has been paid online through the Online EMD Application shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Bidder, the presence of an EMD, and any other details as MCGM may consider appropriate.
4. MCGM shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in the bid document.
6. Once the bids are opened each bid will be checked for pre-qualification criteria.

#### **4.20 Opening of Commercial Bid**

1. The Commercial bids shall not be opened by MCGM until the evaluations of the Technical Bids have been completed.
2. After the technical evaluation is completed and MCGM has issued its no objection (if applicable), MCGM shall notify those Bidders whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
3. MCGM shall simultaneously notify in writing to bidders who have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
4. MCGM shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the bid Price, and any other details as MCGM may consider appropriate. The Bidders'

representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.

5. Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.
6. Commercial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
7. Only bids that are opened and read out at the bid opening shall be considered further.
8. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in the bid document.
9. The Commercial Bids will be evaluated by MCGM for completeness and accuracy.
10. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

#### **4.21 Selection Method**

1. The bidder with lowest cost submitted (L1 rate) in the commercial bid opening will be awarded the contract.

#### **4.22 OEM / Implementation Partner Participation Criteria**

1. In the case of non-proprietary and proprietary solution, the Bidder will be required to submit a Manufacturer's Authorization Form from the OEM stating that the Bidder in concern would be bidding for their products/solutions. The template for this form can be found in the 8.4 section of this document.
2. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
3. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
4. If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
5. If after awarding the contract it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the contractors as well as related firm/establishment.



#### **4.23 Rights to Accept/Reject any or all Bids**

Notwithstanding anything contained in this TENDER, MCGM reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

MCGM reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by MCGM, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by MCGM to the Bidder, without Bidder being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which MCGM may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law. MCGM reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TENDER. Any such verification or lack of such verification by MCGM shall not relieve Bidder of its obligations or liabilities hereunder nor will it affect any rights of MCGM there under.

The bid shall be rejected if the bidder-

- a. Stipulates the validity period less than 180 days.
- b. Stipulates own condition/conditions.
- c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

#### **4.24 Clarification**

Bidder requiring any clarification on the tender may notify MCGM in writing or by fax or e-mail. They should send in their queries before the date specified in Section 4.1. MCGM shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. MCGM will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

MCGM shall Endeavor to respond to the questions raised or clarifications sought by the Bidder. However, the MCGM reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the MCGM to respond to any question or to provide any clarification, but not later than the date provided in Section 4.1.

MCGM may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by MCGM shall be deemed to be part of the tender. Verbal clarifications and information given by MCGM or its employees or representatives shall not in any way or manner be binding on the MCGM.

#### **4.25 Amendment of Bid Document**

At any time prior to the deadline for submission of Application, MCGM may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, MCGM may, in its sole discretion, extend the Application Due Date.

#### **4.26 Notifications of awards and Signing of Contract**

1. Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted.
2. At the time MCGM notifies the successful Bidder that its bid has been accepted, MCGM will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to MCGM. Draft Format of the contract has been included in the bid document.

#### **4.27 Performance Bank Guarantee / Contract Deposit**

1. The Bidder shall at his own expense, deposit with Corporation, within Thirty (30) working days of the notification of award of the contract an unconditional and irrevocable Performance Bank Guarantee (PBG) from the list of approved banks (specified in the bid document) as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 5% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.
3. Details on validity of the performance bank guarantee are specified under section 4.1 of this document. The Performance Bank Guarantee letter format can be found in this document.
4. The Performance Bank Guarantee may be discharged/ returned by Corporation upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
5. In the event of the Bidder being unable to service the contract for whatever reason, MCGM would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MCGM under the Contract in the matter, the proceeds of the PBG shall be payable to MCGM as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. MCGM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
6. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.



7. MCGM shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

#### **4.28 Failure to agree with the Terms and Conditions of the Bid/Contract**

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder (i.e. L2 Bidder).

In such a case, MCGM shall invoke the PBG of the most responsive Bidder.

#### **4.29 Terms and Conditions of the Bid**

1. Bidder is required to refer to the draft Contract Agreement, provided in this bid, for all the terms and conditions (including project timelines) to be adhered by the successful Bidder during Project Implementation and Post implementation period. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the bid Annexure. Please refer to the Interpretation Section of the Agreement (Section 10 of draft agreement) for reference of the Annexure.

#### **4.30 Legal and Stationery Charges**

Successful bidder shall pay the indicative Legal & Stationary charges as below.

Contract Value					Legal+ Stationery Charges (₹)
From	₹.	0	To	₹.	50,000/-
					Nil
From	₹.	50,001/-	To	₹.	3,00,000/-
					610/-
From	₹.	3,00,001/-	To	₹.	20,00,000/-
					1,020/-
From	₹.	20,00,001/-	To	₹.	1,00,00,000/-
					3,930/-
from	₹.	1,00,00,001/-	To	₹.	Any amount
					9,770/-(Maximum)

In case of revision of the above mentioned legal and stationary charges, Supplier shall pay revised legal and stationary charges

The tenderers are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

#### **4.31 Stamp Duty**

1. The stamp duty payable for the contract shall be borne by the Implementation Agency IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.
2. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
-----	---	--------------------------------

(b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to the maximum of rupees twenty five lakh stamp duty.
(c)	Stamp Duty on PBG	0.5% for the amount secured by BG subject to maximum of rupees ten lakh.

3. The successful Bidder shall enter into a contract agreement with MCGM within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful Bidder.
4. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City and Mumbai Suburban District be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
5. All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

## **Scope of Work**

### **5.1 Project Objective**

The MCGM wishes to engage an agency (hereafter referred to as “Service Provider”, “Selected Agency”, “Vendor”, and “Bidder”) for a period of Five years for the Supply, Installation, Testing, Commissioning and Maintenance of tablet for MCGM’s various departments according to the requirements, specifications and bill of quantities in the bid document.

### **5.2 Summary of Scope**

Procurement of Tablet for MCGM Offices as per the table given in section 8.3.

### **5.3 Proposed Scope of Work**

MCGM wishes to utilize the services of an Implementation Agency (hereafter referred to as “Implementation Agency”/“IA”/“Selected Agency”/“Vendor”/“Bidder”) for Supply, Installation & Maintenance of tablet for MCGM’s Offices. The project is envisaged to be implemented in a period of 15 days as per the phases outlined for this project. Thereafter, Operations & Maintenance Period (O&M) is considered for a period of **1 year** from the date of issuance of Purchase Order/Supply of Material.

The high level scope for the IA is as follows:

1. Provision of tablet
2. Support and Maintenance

The scope of work envisaged for the Implementation Agency is categorized as under:

#### **1. Pre-Implementation Scope till Go-Live**

- a) Supply, installation and commission of tablet for MCGM's various departments
- b) Systems should be tested before mass-installation. (Compatibility, software and drivers etc.)

## 2. Post Implementation Scope for the Operation and Maintenance Period

In-Warranty Annual Technical Support for Tablets for a **period of 1 year**.

The following are additional points for the scope of the Implementation Agency:

- a. In house support for the supplied tablet.

### 5.4 Tablets

Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional/similar tasks, as per its requirement during the contract period.

- The successful Bidder will offer onsite comprehensive warranty for the hardware and software against defects arising out of faulty design, materials and workmanship for a period of one (1) year from the Date of Supply/ Acceptance of the entire system (hardware and software) including for the peripherals supplied
- Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major), versions, bug fixes etc. for the hardware and system software will be supplied to the MCGM at no extra charge, with necessary documentation.
- The Bidder should provide an equivalent or a higher version standby Tablet, in case, a problem is not resolved in **15 days** time period.
- To complete/resolve the work at the location within the stipulated timeframe, bidder's engineers have to visit the site multiple times at no extra cost.
- The Successful Bidder would supply the tablets as per the configuration given in the RFP. The Successful Bidder is expected to provide user documentation, system administration manuals, training material, operation manuals and procedures.
- The Vendor is expected to supply the equipments as per the agreed specifications
- The Successful Bidder would be expected to maintain and support all the Hardware and Software provided as part of this contract
- Bidder to assure that the Tablets are performing as per the Standards laid down in the Operational Manual of the Tablets. Bidder will ensure that Purchaser is Informed of the Patches being released for the Core System well in advance
- All the systems **should be labelled**, the details of which are as follows:
  - a. Name of the supplied agency with phone numbers.
  - b. Warranty validity period
  - c. Toll free number
  - d. Call log website address.
  - e. Label sticker should be on the back side of the tablet and on the cover, they should be visible clearly.

The bidder shall provide a centralized helpdesk for attending user request/ complaints. The helpdesk/customer care centre shall operate during working hours as per MCGM for the support period.

The service provider shall provide an incident tracking system via a web interface / mail / IVR, available in real-time which will issue a trouble ticket once a complaint is booked successfully.. This trouble ticket system should be capable of generating monthly/quarterly/half yearly/yearly reports.

The help desk service will serve as a single point of contact for all incident and service requests at the Hardware Service Provider. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the IT/User departments.

### **5.5 Helpdesk /Customer support**

The service provider shall provide the contact details for centralized helpdesk for attending user request/ complaints. The helpdesk/customer care centre shall operate off-site (No space provisioning at MCGM) during working hours as per MCGM for the support period. However bidder has to make the provisioning to shared contact detail of nodal person who will be the single point of contact for MCGM.

The help desk service will serve as a single point of contact for all incident and service requests at the Hardware Service Provider. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the IT/User departments.

## **Annexure I: Instructions for Pre-Qualification Bid**

### **6.1 Pre-Qualification Cover Letter**

Date: dd/mm/yyyy

To

The Director, IT  
Municipal Corporation of Greater Mumbai,  
Information Technology Department,  
Municipal Annex Building, Municipal Head Office,  
Mahapalika Marg, Fort, Mumbai -400001

**Sub** : Selection of Implementation Agency for the Project Procurement of Tablet for MCGM Offices

**Ref** : Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Appointment of Implementation Agency for the Procurement of Tablet computer for MCGM's Offices.

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Municipal Corporation of Greater Mumbai, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

## 6.2 Check-list for the documents to be submitted

### Pre-Qualification (Packet A)

Note: A table of content as mentioned in section 4.15

### Technical Proposal (Packet B)

Note: A table of content as mentioned in section 4.15

### Commercial Proposal (Packet C)

Sr. No	Documents required	Page No. in the offer
1	Commercial Bid in e-tender filing	

## 6.3 Format to share Bidder's Particulars

Sr. No	Description	Details (to be filled by the responder to the Bid)
1.	Name of the company	
2.	Official address	
3.	Phone No. And Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. And Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	ISO/CMMi certifications and its validity	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 3 years (Year wise)	
14.	Company's net worth for the last year	

Please submit the relevant proofs for all the details mentioned above along with your bid response.

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		

Bid Document for procurement of tablet computer for MCGM Offices

Mobile		
Fax		
E-mail		

MCGM Copy

#### **6.4 Format for Declaration by the Bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the responding firm)

(On Stamp Paper of Rs 500)

(To be submitted on the Letterhead of the responding firm)

##### **DECLARATION CUM-INDEMNITY BOND**

Date: dd/mm/yyyy

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

- 1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 2) I declared that I \_\_\_\_\_ in capacity as Manager / Director / Partners / Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
- 3) I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
- 4) I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
- 5) I also declared that I will not claim any charge / damages / compensation for non availability of site for the contract work at any time.
- 6) I Indemnify Municipal Commissioner and the other officers of MCGM or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of \_\_\_\_\_ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the MCGM.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Identified by me

Before me

Advocate



## 6.5 Performance Bank Guarantee Format

(For a sum of 5% of the value of the contract)

(With Stamp duty of 0.5 % on the total amount)

Ref. No. :

Date :

Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE -----  
-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai  
(hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and  
assigns) of the first part -----

inhabitants carrying on business at -----

in Mumbai under the style and name of Messers -----

(hereinafter referred to as 'the contractors') of the second part Shri-----

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the  
Commissioner' which expression shall be deemed, also to include his successor or successors for the time  
being in the said office of Municipal Commissioner) of the third part and THE MUNICIPAL  
CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth part  
WHEREAS the contractors indemnify and keep indemnified the Corporation against any loss or damage  
that may be caused to or suffered by the Corporation by reason of any breach by the contractors of any of  
the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the  
performance thereof against Letter of Intent number ----- dated -----

for the project **Procurement of Tablet computer for MCGM's Offices** of -----

-- department having tender No. <<>> tender amount Rs.----- and the terms of such  
tender / contract require that the contractors shall deposit with the Commissioner as earnest money and/  
or the security a sum of Rs.----- (Rupees-----

-----) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract  
to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with  
and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract  
and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of  
such contract and shall duly satisfy all claims properly chargeable against them thereunder AND  
WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the  
accounts of the contractors, the Bank with the consent and concurrence of the contractors has requested  
the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors

depositing with the Commissioner the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.----- (Rupees-----) under the terms of the said tender and/or the contract. The B.G. is valid upto-----

We agree that the decision of the Corporation, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Corporation shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Corporation.

“Notwithstanding anything what has been state above, our liability under the above guarantee is restricted to Rs. ----- only and guarantee shall remain in force upto ----- unless the demand or claim under this guarantee is made on us in writing on or before----- all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

IN WITNESS WHEREOF

WITNESS (1) -----  
Name and -----  
Address -----

WITNESS (2) -----  
Name and ----- the duly constituted Attorney Manager  
Address -----

the Bank and the said Messrs-----  
----- (Name of the bank)

WITNESS (1) -----  
Name and -----  
Address -----

WITNESS (2) ----- for Messrs -----  
Name and ----- (Name of the contractor)  
Address -----

Have here into set their respective hands the day and year first above written.

## **Annexure II: Instructions and Technical Bid Document Formats**

### **7.1 General Instructions for the Technical Bid**

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project.

Bidder is expected to divide its Bid in following sections / documents:

#### **A) Bidder's Competence to execute the project**

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial Capability of the Bidder in required formats and supporting documents
- Experience of Bidder of implementing similar/same applications or in supply of similar/same hardware components
- Experience of Bidder in India in required formats and supporting documents
- Quality of IT and domain experts available with the firm

#### **B) Proposed Team for the Project**

As specified in the Technical Bid Evaluation Framework, the department would like to give importance to the right people proposed for the project. Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for both Project Implementation and Support phases)
- Escalation Chart for the entire Project Duration
- Summary Table giving Qualification, Experiences, Certifications, Relevance
- Detailed CVs in the format attached

#### **C) Technical Solution Proposed for the Project**

Broad areas to be covered in the Technical Solution documentation are given below:

1. **Bill of Material:** This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
2. Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
  - a. Clear articulation and description of the design and technical solution and various components
  - b. Reasoning for selection of the proposed technology over other options.
  - c. Extent of compliance to technical requirements specified in the scope of work
3. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
4. Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of the project.
5. Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
6. Detailed Project Plan with timelines, milestones etc. for supply, installation and commissioning of the various project components.

## 7.2 Format to share Project Details

<b>Name of the Project</b>	
<b>General Information</b>	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
<b>Project Details</b>	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
<ul style="list-style-type: none"> <li>• Work order / Purchase order / Contract for the project</li> <li>• Client Certificate giving present status of the project and view of the quality of services by the Bidder</li> </ul>	

**Note:** The Bidder is required to use above format for all the projects referenced by the Bidder for the pre-qualification criteria and technical bid evaluation.

### 7.3 Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)

**Notes:**

1. The IA shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
2. The Bidders can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid

Hardware specifications should be as per the specifications mentioned in Annexure. The quantity required may vary by  $\pm 20\%$  during the course of execution of the project. The unit rate quoted in the financial bid will be used to calculate the price of the varied component.

Sr. No	Description	Quantity/Unit Required	Make and Model
1.	Tablet as per specification with on site support including Stand Cover	200	

Note: It is mandatory to fill up complete information in above table.

#### 7.4 Format for Authorization Letters from OEMs

Date: dd/mm/yyyy

To

The Director, IT

Municipal Corporation of Greater Mumbai,

Information Technology Department, Municipal Annex Building, Municipal Head Office, Mahapalika Marg,  
Fort, Mumbai -400001

**Sub** : Authorisation Letter to M/s. ----- for the participation in the bid for **Procurement of Tablet for MCGM Offices**

**Ref** : Bid No: <No>      Dated <DD/MM/YYYY>

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipments/devices / software products are not end of the life and we hereby undertake to support these equipment / devices / software for the duration of minimum 1 years from the date of submission of the bid.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

### **Annexure III: Commercial Bid Formats**

#### **8.1 Commercial Bid Cover Letter**

Date: dd/mm/yyyy

To

The Director, IT  
Municipal Corporation of Greater Mumbai,  
Information Technology Department, 4th Floor,  
Municipal Annex Building, Municipal Head Office,  
Mahapalika Marg, Fort, Mumbai -400001

**Sub** : Selection of Service Provider for the Project “**Procurement of Tablet for MCGM Offices**”

**Ref** : Bid No: <No>      Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of procurement of Tablet for MCGM Powai do hereby propose to provide services as specified in the bid referred above.

##### **1. PRICE AND VALIDITY**

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the Bids.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same.

##### **2. UNIT RATES**

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

##### **3. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

##### **4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

##### **5. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

##### **6. CONTRACT PERFORMANCE GUARANTEE BOND**

Bid Document for procurement of tablet computer for MCGM Offices

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:



## 8.2 Commercial Bid Format and Instructions

The Bidder has to quote the rate in the BoQ Spreadsheet available online with this bid. Details to be filled up for price bid are as below. .

**The price shall be inclusive of Goods & Services Tax as applicable under the relevant Laws of India.**

**Table 1: IT Infrastructure Installation and Warranty for 1 years**

Sr. No	Description	Quantity/Unit Required	Make and Model
1.	Tablet as per specification with onsite support including stand cover	200	

### Note:

1. The Bidder should submit only the 'Summary of the Commercial Format' on the e-Tendering portal and the detailed commercial bid should be submitted manually along with the submission of the EMD. The formats for detailed commercial bids to be as per formats defined in his RFP.
2. The bidders may visit the site and obtain additional information at their own cost and responsibility.
3. The Implementation Agency will quote both for Implementation cost and the Operations and Maintenance cost, the details of which are given in the Bid Document.
4. MCGM to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on MCGM's discretion.
5. All the prices are to be entered in Indian Rupees ONLY.
6. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
7. During the payment stage, MCGM reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
8. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
9. For the purpose of evaluation of Commercial Bids, MCGM shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
10. The Contract Price shall be firm and not subject to any alteration.
11. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
12. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
13. The rate/cost quoted for AMC and price discovery elements would be considered for additional procurement/payment in future.

14. Wherever present, the items mentioned as Lump Sum in above table will have quantity as 1 in the BoQ available online via e-tendering. However the bidder should consider the same as Lump Sum and submit the commercials.
15. No advance payment shall be made towards any activity

### **Annexure IV: Draft Contract Agreement**

Bid No.: \_\_\_\_\_

Sanction No. & Date: \_\_\_\_\_

Contract Value: \_\_\_\_\_

This Contract Agreement, hereinafter referred to as “CA” is made this \_\_\_\_ day of \_\_\_\_\_ 2019 at [office address]

BETWEEN

<Head of Department>, Municipal Corporation of Greater Mumbai, Maharashtra State, (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s \_\_\_\_\_, a company registered <Select as under The Companies Act, 1956 or Partnership Act, 1932 as applicable> having its registered office at \_\_\_\_\_ and place of business at \_\_\_\_\_, hereinafter referred to as “**Implementation Agency**” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a “Party” hereto and collectively the “Parties”

And Whereas MCGM intends to provide convenient and speedy services using Information and Communication Technologies (ICT) to its officials and has published the bid to seek services “**Procurement of Tablet computer for MCGM’s Offices**” till the end of the contract period;

And whereas M/s. ----- has submitted its bid to <include scope of project and bid name> for MCGM;

And whereas MCGM and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

### 9.1 Definitions, Interpretations and Other Terms

- a. **Bid** means the bid process conducted by MCGM and the technical and commercial bids submitted by the successful Bidder, along with the subsequent clarifications and undertakings, if any;
- b. The **“Contract”** shall mean the tender and acceptance thereof and the formal Agreement if any, executed between the Bidder, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- c. The **“Bidder”** shall mean a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.
- d. **“Arbitrator”** means the person or persons appointed by agreement between MCGM and the Bidder to make a decision on or to settle any dispute or difference between the MCGM and the Bidder referred to him or her by the parties pursuant to General Conditions of Contract amended up to date.
- e. **“Contract Cost”** means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.
- f. **“Excepted risks”** are risks due to riots (otherwise than among Bidder’s employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Bidder has no control and accepted as such by the Commissioner or causes solely due to use or occupation by the Municipal Corporation of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty municipal design of work.
- g. The **“Corporation”** or the **“Municipal Corporation”** shall mean the Municipal Corporation of Greater Mumbai, constituted under the M.M.C. Act 1888 as amended up to date.
- h. The **“Annexure”** referred to in these conditions shall mean the relevant annexure appended to the tender papers issued by the Municipal Corporation.
- i. The **“Works”** shall mean the Permanent Works and the Temporary Works or either of them as appropriate to be executed in accordance with the contract or part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for performance.
- j. **“Temporary Works”** shall mean all Temporary Works of every kind required in or about execution, completion or maintenance of the work also Temporary Works are works designed, constructed, installed, and removed by the Service Provider that are needed for construction or installation of the Works of the contract as found necessary as per suggestion of the MCGM.
- k. **“Permanent Works”** means the permanent works to be executed and installation of machineries in accordance with the Contract at specified required site and location.
- l. **“Drawings”** means all the drawings, calculations and technical information of a like nature provided by the MCGM to the Service Provider under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Service Provider and approved by the MCGM.
- m. **“Approved”** shall mean approved in writing including subsequent confirmation of previous verbal approval and “approval” shall mean approval in writing including as aforesaid.

- n. **“Specification”** means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the MCGM.
- o. **“Tender”** means the Bidder’s priced offer to the MCGM for the execution and completion of the Works and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.
- p. **“Commencement Date”** means the date upon which the Bidder receives the notice to commence, issued by the MCGM
- q. **“Time for Completion”** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract calculated from the Commencement Date.
- r. **“Certificate of Taking-Over/ Take-over Certificate”** shall mean the certificate issued by MCGM after completion of Works in all respects.
- s. **“Letter of Acceptance”** means the letter of formal acceptance, signed by MCGM, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- t. **“Cost”** means all expenditure properly incurred or to be incurred whether on or off the site including overheads and other charges properly allocable thereto but does not include any allowance for profit.
- u. **Confidential Information** means all information including MCGM Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- v. **Customers** mean all citizens and business organization and users who use the MCGM services.
- w. **Deliverables** means all the activities related to the setting up and operations of the infrastructure, technical documents, Software Applications, customized Source Codes, as defined in the bid and subsequent Corrigendum (if any), based on which the technical bid and commercial bid was submitted by the Bidder and as required as per this CA;
- x. **Effective Date** means the date on which the Purchase Order or Letter of Intent is issued to Implementation Agency;
- y. **CA** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the bid (as may be amended, supplemented or modified in accordance with the provisions hereof) and the bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**
- z. **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the Implementation Agency from by any of the approved banks as specified in Annexure V of this RFP document in favour of “Municipal Corporation of Greater Mumbai” for an amount equivalent to 10% of the total contract value i.e. Rs.....(Rupees.....only);

- aa. **Proprietary Information** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this CA;
- bb. **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Implementation Agency, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.
- cc. **Bid** means the bid document released vide bid document number mentioned in Section 2.4, and include all clarifications/addendums, explanations and amendments issued by the Corporation in respect thereof;
- dd. **Service Level(s)** means the performance standards, which will apply, to the services delivered through the Software Application and hardware implemented by the Implementation Agency.
- ee. **Service Level Requirement(s)** means the timelines and the quality levels to be adhered to by the Implementation Agency for delivering various services under the contract;
- ff. **Services** means the content and services delivered and to be delivered to the customers or the offices of MCGM by the Implementation Agency, and includes but not limited to the services specified in the bid document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.
- gg. **Users** means the departmental staffs or any other MCGM officials having access to application including its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.
- hh. **“Day”** means Calendar day.
- ii. **“Month”** means Calendar month of the Gregorian calendar.
- jj. **“GCC”** means General Conditions of Contract.
- kk. **“Foreign Currency”** means currency of a country other than that in which the works are to be located, approved by Govt of INDIA/Reserve Bank of INDIA.
- ll. **“Writing”** means any hand written, type-written, or printed communication including telex and facsimile transmission, electronic and digital media.
- mm. **“Country”** means the country in which the Site is located.
- nn. **“Variation”** means a change to the:-
  - I.Specification and /or Drawings (if any) which is instructed by the MCGM.
  - II.Scope in the Contract which is instructed by the MCGM.
  - III.Price in the Contract which is instructed by the MCGM
- oo. **“Specification”** shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the MCGM.
- pp. **The Start Date/Commencement Date** is given in the Contract Data. It is the date when the Service Provider shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

## 9.2 Interpretations

- a. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;

- b. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- c. Unless otherwise expressly stated, the words “herein”, “hereof”, “hereunder” and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words “include” and “including” shall not be construed as terms of limitation. The words “day” and “month” mean “calendar day” and “calendar month” unless otherwise stated. The words “writing” and “written” mean “in documented form”, whether electronic or hard copy, unless otherwise stated;
- d. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;
- e. The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;
- f. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- g. References “roll out” includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and “construct” or “roll out” shall be construed accordingly;
- h. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;
- i. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
- j. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Implementation Agency;
- k. The Corporation may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
- l. The agency/individual nominated by the Corporation can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
- m. The agency/individual will establish appropriate processes for notifying the Implementation Agency of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Implementation Agency to take corrective action;
- n. Such an involvement of and guidance by the agency/person will not, however, absolve the Implementation Agency of the fundamental responsibility of designing, installing, testing and commissioning the application and the infrastructure for efficient and effective delivery of services as contemplated under this bid.
- o. The following documents forming this Agreement are to be taken as mutually explanatory of one another:
  - i. This Agreement;
  - ii. Purchase Order or Letter of Intent issued by MCGM to the successful Bidder and



- iii. Clarification and Corrigendum Documents published by MCGM subsequent to the bid for this work
- iv. Bid Document of MCGM for this work
- v. Detail Commercial bid of the Implementation Agency accepted by MCGM
- vi. Successful Bidder's 'Technical Bid' submitted in response to the bid and responses/clarifications provided in response to queries raised by BEC

### **9.3 Term of the Contract Agreement**

1. The term of this CA shall be a period of 1 years from the date of installation of equipment/execution of this Agreement. This includes the time required for Implementation and Operations and Maintenance Support.
2. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Implementation Agency, MCGM reserves the right to extend the term of the Agreement by a suitable period with mutual consensus to allow validity of contract from the date of operational acceptance.

### **9.4 MCGM's Decision**

Except where otherwise specifically stated, the MCGM representative will decide contractual matters between MCGM and the Bidder in the role representing the MCGM. However, if MCGM representative is required under the rules and regulations and orders of the MCGM to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before Communicating his decision to the Bidder.

Except as expressly stated in the Contract, MCGM representative shall not have any authority to relieve the Contractor of any of his obligations under the contract.

### **9.5 Delegation**

MCGM representative, with the approval of the MCGM Authority, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Bidder, and may cancel any delegation after notifying the Bidder.

### **9.6 Communication**

All certificates, notices or instructions to be given to the Bidder by MCGM shall be sent on the address / Email Address or contact details given by the Bidder of Bid. The address and contact details for communication with the MCGM shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

### **9.7 Other Bidders**

The Bidder shall cooperate and share the Site with other Bidder, public authorities, utilities, and the MCGM between the dates given in the Schedule of Other Bidder, as referred to in the Contract Data. The Bidder shall also provide facilities and services for them as described in the Schedule. The MCGM may modify the Schedule of Other Bidder, and shall notify the Bidder of any such modification.

### **9.8 Personnel**

The Service Provider's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. MCGM shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently.

If MCGM asks the Service Provider to remove a person who is a member of the Service Provider's staff or work force, stating the reasons, the Service Provider shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.



### **9.9 MCGM's and Service Provider's Risks**

The MCGM carries the risks which this Contract states are MCGM's risks, and the Service Provider carries the risks which this Contract states are Service Provider's risks.

### **9.10 MCGM's Risks**

The MCGM is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Service Provider's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Service Provider's design.

### **9.11 Service Provider's Risks**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, are the responsibility of the Service Provider.

### **9.12 Management Meetings**

MCGM may require the Service Provider to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

MCGM shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by MCGM either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

### **9.13 Tests**

The Service Provider will have to perform the mandatory tests as prescribed in the specifications. The Service Provider shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the Specifications, and
- b. For the correctness of the test results, whether preformed .

If MCGM instructs the Service Provider to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Service Provider shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

The cost of testing shall be borne by the Service Provider even if the result of the sample confirm or do not confirm to the relevant specifications.

All expenditure required to be incurred in testing shall be borne by the Service Provider himself.

### **9.14 Variations**

MCGM shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the Service Provider shall carry them out and include them in updated Programmes produced by the Service Provider. Oral orders of MCGM for Variations, unless followed by written confirmation, shall not be taken into account.

### **9.15 Payment for Variations**

If rates for Variation items are specified in the Bill of Quantities, the Service Provider shall carry out such work at the same rate.

### **9.16 Operation and Maintenance Manuals**

If Drawings and/or operating and maintenance manuals are required, the Service Provider shall supply them by the dates stated in the Contract Data.

If the Service Provider does not supply the Drawings and/or manuals by the dates stated in the contract Data, or they do not receive the MCGM's approval, MCGM shall withhold the amount stated in the Contract Data from payments due to the Service Provider.

#### **9.17 Compliance with Labour Regulations**

During continuance of the Contract, the Service Provider and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

Furthermore, the Service Provider shall keep MCGM indemnified in case any action is taken against the MCGM by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If MCGM is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Service Provider, MCGM shall have the right to deduct any money due to the Service Provider including his amount of performance guarantee. The MCGM shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by MCGM.

The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.

The employees of the Service Provider and the Sub-Contractor in no case shall be treated as the employees of the MCGM at any point of time.

#### **9.18 Format & Signing of Application**

The Bidder shall provide all the information sought under this TENDER. The MCGM Authority will evaluate only those application that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The Bidder will upload application in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

#### **9.19 Marking of Application**

The Bidder shall submit the application in the format specified in the Bid Document, together with the documents, upload in folder as "Bidder" together with their respective enclosures

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

#### **9.20 Clarification of Financial Bids**

To assist in the examination, evaluation and comparison of Bids, MCGM may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidder shall contact MCGM officials on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the MCGM officials in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **9.21 Official Secrecy**

The Service Provider shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of

the said works and they will not disclose any information regarding this contract to any third party. The Service Provider shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Service Provider will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

#### **9.22 Subsequent Legislation**

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Service Provider, such additional or reduced cost shall, after due consultation with the Service Provider, be determined by the concerned authority of MCGM and shall be added to or deducted from the Contract Price with prior approval of competent authority and MCGM shall notify the Service Provider accordingly. MCGM reserve the right to take decision in respect of addition/reduction of cost in contract.

#### **9.23 Patent, Rights & Royalties**

The Service Provider shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Service Provider shall pay all tonnage and other royalties, rent and other payments or compensation, if any, required for the works.

#### **9.24 Payment, Taxes & Claims**

##### **➤ The limit for unforeseen Risks**

Under no circumstances whatever the Service Provider shall be entitled to any compensation from MCGM on any account unless the Service Provider shall have submitted a claim in writing to MCGM within 15 days of the case of such claim occurring.

##### **➤ No interest for delayed payments due to disputes, etc**

It is agreed that the Municipal Corporation of Greater Mumbai or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or officer's hands owing to any dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Bombay or its representative or Officer on the one hand and the Service Provider on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or representative or Officers in making periodical or final payments or in any other respect whatever.

#### **9.25 Receipts to be signed in firm's name by any one of the partners**

Every receipt for money which may become payable or for any security which may become transferable to the Service Provider under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Service Provider and of the legal representatives of any deceased Service Provider interest.

#### **9.26 Proprietary data**

All documents and other information supplied by the Authority or submitted by a Service Provider to MCGM Authority shall remain or become the property of MCGM Authority. Service Provider are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. MCGM Authority will not return any Application or any information provided along therewith.

#### **9.27 Correspondence with the Service Provider**

Save and except as provided in this TENDER, MCGM Authority shall not entertain any correspondence with any Service Provider in relation to the acceptance or rejection of any Application.

#### **9.28 Taxes**

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any.

Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price variation.

#### **9.29 Contract Execution**

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5,000/- per day will be applicable to the Bidder. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the Bidder for recovery of the amounts.

The amount of Performance Bank Guarantee (PBG) retained by the MCGM shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of Performance Bank Guarantee (PBG) retained by MCGM shall be adjusted towards the excess cost incurred by the Department on rectification work.

### **9.30 Contract may be rescinded and Performance Bank Guarantee (PBG) forfeited for bribing a public officer or if contractor becomes insolvent**

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of MCGM/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Performance Bank Guarantee (PBG) of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of MCGM and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

### **9.31 Fees**

The fees shall be inclusive of Goods & Service Tax, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail

### **9.32 Work Completion Timelines and Payment Terms**

MCGM shall issue purchase order specific to the location. Payments for equipment and support services are based on purchase order that shall be issued by MCGM.

T=Date of issuance of Purchase order / Letter of Indent for specific location

<b>A. Equipment</b>				
<b>No.</b>	<b>System/Item</b>	<b>Site/Location</b>	<b>Time Required in days</b>	<b>Payment Terms</b>
1.	Supply of all the equipments	all	Within 30 days of the issue of the Purchase Order	90% of the cost of the related purchase order.
2.	Contract execution	all	Within 45 days of the issue of the Purchase Order	10% of the cost of the related purchase order.

Disbursement of payment to the Implementation Agency is based on completion of tasks indicated in the implementation plan; Operations and Maintenance support plan and final handing over of O&M to the third party on completion at the end of five years of the contractual period.

#### **Notes:**

- Adherence to timelines is critical for the success of the project.
- No advance payment shall be made.
- If the Implementation Agency is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Implementation Agency.
- User Department will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. MCGM shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Implementation Agency, when MCGM disputes such invoice or part of it, provided that such dispute is bonafide.
- It is mandatory for the successful bidder to open a bank account in any of the banks approved by MCGM (Specified in Annexure V of the bid document) for easy and quick payments. All payments under the contract will be made only in this bank account through Electronic Clearing System/RTGS/NEFT/CBS.

### 9.33 Service Level Agreements

- The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Implementation Agency to the Corporation for the duration of this contract period of the Project.
- Timelines specified in the above section (**Work Completion Timelines and Payment Terms**) shall form the Service Levels for delivery of Services specified there-in.
- All the payments to the Implementation Agency are linked to the compliance with the SLA metrics specified in this document.

Sr No	Service Metric Parameter	Metric	Frequency	Penalty
<b>A. Equipment Provisioning</b>				
1	Supply/Provisioning & Installation of equipment	T +30 Days where T is the time when MCGM makes a request for procurement of equipment	Per Occurrence	0.05% per day of value of purchase order.
<b>B. Issue Response &amp; Resolution</b>				
1	Call log for any single tablet	3 days from the time the call is logged by end user.	Daily	INR 100 for every subsequent day, subject to a maximum of 10 % post which MCGM may invoke Annulment of the contract.

#### **Note\*:**

- The successful Bidder will offer onsite comprehensive warranty for the hardware and software against defects arising out of faulty design, materials and workmanship for a period of one (1) year from the Date of Acceptance of the entire system (hardware and software) including for the peripherals supplied



- Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major), versions, bug fixes etc. for the hardware and system software will be supplied to the MCGM at no extra charge, with necessary documentation.
- The Bidder should provide an equivalent or a higher version standby Tablet, in case, a problem is not resolved in 20 days time period.
- To complete/resolve the work at the location within the stipulated timeframe, bidder's engineers have to visit the site multiple times at no extra cost.
- Once a maximum penalty of 10% of the contract value is reached, MCGM has the right to call for the annulment of contract.

### **9.34 Professional Project Management**

1. Implementation Agency shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Implementation Agency shall attend regular Project Review Meetings scheduled by MCGM and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Implementation Agency in regular manner to ensure the proper management of the project:
  - Finalization of the Project plan in consultation with MCGM and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan, etc.
  - Plan and deploy the resources in conjunction with the Project Plan and to execute roles and responsibilities against each activity of the project plan
  - Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
  - Submission of Weekly Project Progress Reports
  - Monthly Compliance report, which will cover compliances to Project Timelines, Project Team, Hardware and Software delivered, SLAs, etc.

### **9.35 Use and Acquisition of Assets during the term**

The Implementation Agency shall –

1. Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the Implementation Agency exclusively in terms of the delivery of the services as per this CA (hereinafter the “Assets”) in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
2. Term “Assets” also refers to all the hardware / Software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created or utilized by the Implementation Agency.
3. Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
4. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Implementation Agency will be followed by the Implementation Agency and any person who will be responsible for the use of the Asset
5. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Implementation Agency or as may be necessary to use the Assets in a safe manner

6. To the extent that the Assets are under the control of the Implementation Agency, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
7. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
8. Use the Assets exclusively for the purpose of providing the Services as defined in the contract
9. Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to MCGM of this Project in an efficient and speedy manner
10. Implementation Agency shall not use MCGM data to provide services for the benefit of any third party, as a service bureau or in any other manner

### **9.36 Security and safety**

1. The Implementation Agency will comply with the directions issued from time to time by MCGM and the standards related to the security and safety in so far as it applies to the provision of the Services
2. Adherence to basic eGovernance Guidelines and Standards for data structure (if any) shall be adhered to.
3. Implementation Agency shall also comply with MCGM / Government of Maharashtra's / Government of India's information technology security and standard policies in force from time to time as applicable. MCGM shall share the relevant guidelines and standards to the Implementation Agency upon signing of the CA.
4. Implementation Agency shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with MCGM's data, facilities or Confidential Information.
5. The Implementation Agency shall upon reasonable request by MCGM or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
6. Implementation Agency shall promptly report in writing to MCGM any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MCGM.

### **9.37 Indemnity**

The Implementation Agency agrees to indemnify and hold harmless MCGM, its officers, employees and agents(each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. Any mis-statement or any breach of any representation or warranty made by the Implementation Agency or
- ii. The failure by the Implementation Agency to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Implementation Agency. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Implementation Agency pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Implementation Agency or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any



- Deliverable (or the access, use or other rights thereto) created by (A) <insert name of the Project> by itself or through other persons other than Implementation Agency or its sub-contractors; (B) Third Parties (i.e., other than Implementation Agency or sub-contractors) at the direction of MCGM, or
- iii. Any compensation / claim or proceeding by any third party against MCGM arising out of any act, deed or omission by the Implementation Agency or
  - iv. Claim filed by a workman or employee engaged by the Implementation Agency for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

### **9.38 Third Party Claims**

- a. Subject to Sub-clause (b) below, the Implementation Agency (the “Indemnified Party”) from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
  - iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
  - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - v. Implementation Agency hereby indemnify and hold indemnified MCGM harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
  - vi. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

Implementation Agency will defend or settle third party claims against MCGM solely attributable to the Implementation Agency's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Implementation Agency branded hardware/software/deliverables etc. (together "deliverables") supplied by the Implementation Agency. The Implementation Agency shall pay all costs, damages and attorney's fees that a court finally awards.

MCGM shall provide the Implementation Agency with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Implementation Agency will have adequate opportunity to control the response thereto and the defense thereof.

Further as an exclusion, the Implementation Agency shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable.

### **9.39 Publicity**

Any publicity by the Implementation Agency in which the name of MCGM is to be used should be done with the explicit written permission of The Municipal Commissioner, IT, Municipal Corporation of Greater Mumbai.

### **9.40 Warranties**

- a. The Implementation Agency warrants and represents to MCGM that:
  - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - ii. This Agreement is executed by a duly authorized representative of the Implementation Agency;
  - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the SLAs, the Implementation Agency warrants and represents to MCGM, that:
  - i. The Implementation Agency has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - ii. The SLAs shall be executed by a duly authorized representative of the Implementation Agency;
  - iii. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
  - iv. Implementation Agency has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
  - v. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

- vi. Implementation Agency will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- vii. The Implementation Agency shall ensure defect free operation of the entire solution and shall replace any such components, equipments, software and hardware which are found defective and during the entire contract period the Implementation Agency shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the Implementation Agency and as specified in the contract.
- viii. If the Implementation Agency uses in the course of the provision of the Services, components, equipments, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

The Implementation Agency will repair/correct the warranty defect in the Implementation Agency branded hardware/software, or correct a material non-conformance to specifications in accordance with the terms and conditions mutually agreed between the parties during the agreed warranty period and in accordance with the terms of the respective OEMs/Software vendors. Further, Implementation Agency will not be responsible for any breach of warranty or support resulting from unauthorized changes made to the software/hardware supplied by it.

Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Implementation Agency is unable to meet the obligations pursuant to the Implementation of the project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, MCGM will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Implementation Agency.

#### **9.41 Force Majeure**

The Implementation Agency shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Implementation Agency, not involving the Implementation Agency's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Implementation Agency include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Implementation Agency to take benefit of this clause it is a condition precedent that the Implementation Agency must promptly notify MCGM, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. MCGM, or the consultant / committee appointed by MCGM shall study the submission of the Implementation Agency and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MCGM in writing, the Implementation Agency shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, MCGM and the Implementation Agency shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of MCGM shall be final and binding on the Implementation Agency.

#### **9.42 Resolution of Disputes**

This Contract shall be governed by laws of India. Disputes arising out of this Agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto).

Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be Mumbai, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts of Mumbai, India.

#### **9.43 Risk Purchase Clause**

In the event Implementation Agency fails to execute the project as stipulated in the CA, or as per the directions given by MCGM from time to time, MCGM reserves the right to procure similar services from the next eligible Bidder or from alternate sources at the cost of the Implementation Agency. Before taking such a decision, MCGM shall serve a notice period of one month to the Implementation Agency.

The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The provision for Risk Purchase shall be evoked in the event the Implementation Agency fails to correct the breach within the 'Cure Period'. Further, the Implementation Agency's liability to pay shall be set as 25% of the value of the undelivered services.

#### **9.44 Limitation of Liability towards MCGM**

The Implementation Agency's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Implementation Agency shall be liable to MCGM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Implementation Agency and its employees, including loss caused to MCGM on account of defect in goods or deficiency in services on the part of Implementation Agency or his agents or any person / persons claiming through or under said Implementation Agency.

Implementation Agency's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by MCGM for:

- (i) the particular hardware/software; or
  - (ii) services provided during the twelve (12) months immediately preceding the date of the claim;
- that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Implementation Agency is legally liable.

#### **9.45 Conflict of Interest**

The Implementation Agency shall disclose to MCGM in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Implementation Agency or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Implementation Agency shall hold MCGM's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

#### **9.46 Data Ownership**

All the data created as the part of the project shall be owned by MCGM. The Implementation Agency shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Implementation Agency only to the personnel working on the projects and their names and contact details shall be shared with MCGM in advance. MCGM / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Implementation Agency to data / system security.

The ownership of the application and the data shall rest with MCGM.

#### **9.47 Fraud and Corruption**

MCGM requires that Implementation Agency must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, MCGM defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MCGM in contract executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to MCGM, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive MCGM of the benefits of free and open competition.
- c. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MCGM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- e. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the Implementation Agency has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices, it will be a sufficient ground for MCGM for termination of the contract and initiate black-listing of the vendor.

#### **9.48 Exit Management**

##### **i.Exit Management Purpose**

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Implementation Agency. The exit management period ends on the date agreed upon by MCGM or three months after the beginning of the exit management period, whichever is earlier.

##### **ii. Confidential Information, Security and Data**

Implementation Agency will promptly, on the commencement of the exit management period, supply to MCGM or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MCGM and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to MCGM or its nominated agencies, or its replacing vendor (as the case may be).



- d. The Implementation Agency shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- e. Implementation Agency will sign a Non-Disclosure Agreement with MCGM IT Department. The format for the same has been included in Annexure VII.

### **iii. Rights of Access to Information**

At any time during the exit management period, the Implementation Agency will be obliged to provide an access of information to MCGM and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of the application for MCGM.

### **iv. Exit Management Plan**

Successful Bidder shall provide MCGM with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b. Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c. Plans for provision of contingent support to the implementation of hosted Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d. Exit Management Plan shall be presented by the Implementation Agency to and approved by MCGM or its nominated agencies.
- e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.
- f. During the exit management period, the Implementation Agency shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

### **9.49 Termination of contract**

MCGM may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Implementation Agency and terminate the contract either in whole or in part:

- If the Implementation Agency fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- If the Implementation Agency fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Implementation Agency, MCGM shall provide the Implementation Agency with a written notice of 30 days instructing the Implementation Agency to cure any breach/ default of the Contract, if MCGM is of the view that the breach may be rectified.

On failure of the Implementation Agency to rectify such breach within 30 days, MCGM may terminate the contract by providing a written notice of 30 days to the Implementation Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MCGM. In such an event the Implementation Agency shall be liable for penalty imposed by MCGM.

In the event of termination of this contract for any reason whatsoever, MCGM is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Implementation Agency shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to MCGM and/ or succeeding vendor, as may be required, to take over the obligations of the Implementation Agency in relation to the execution/ continued execution of the requirements of this contract.

### **9.50 Termination for Convenience**

- a) MCGM, by notice sent to Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MCGM's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by MCGM at the Contract terms and prices. For the remaining deliverables/ services, MCGM may elect:
  - I. to have any portion completed and delivered at the Contract terms and prices; and/or
  - II. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed deliverables and Related Services .

### **9.51 Miscellaneous**

#### **a. Confidentiality**

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of MCGM, the Implementation Agency (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Implementation Agency and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Implementation Agency (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Implementation Agency recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Implementation Agency. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of MCGM requires the Implementation Agency, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in MCGM and its nominees receiving a right to seek injunctive relief and damages, from the Implementation Agency.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.



To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

**b. Standards of Performance**

The Implementation Agency shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Implementation Agency shall always act in respect of any matter relating to this contract. The Implementation Agency shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The Implementation Agency shall also conform to the standards laid down by Government of Maharashtra or Government of India from time to time. Such standards and guidelines shall be shared with the Implementation Agency by MCGM up on signing of the Contract.

**c. Sub Contracts**

Sub-contracting is permitted. The Implementation Agency shall seek prior approval from MCGM for sub-contracting any work, if not already specified in the bid. However, such sub-contracting shall not relieve the Implementation Agency from any liability or obligation under the Contract. The Implementation Agency shall be solely responsible for the work carried out by subcontracting under the contract.

**d. Care to be taken while working at MCGM Office**

Implementation Agency should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Implementation Agency should ensure that there is no damage caused to any private or public property. In case such damage is caused, Implementation Agency shall immediately bring it to the notice of concerned organization and MCGM in writing and pay necessary charges towards fixing of the damage.

Implementation Agency shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

**e. Compliance with Labour regulations**

The Implementation Agency shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on MCGM project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Implementation Agency. Upon request, this record shall be produced to the appropriate authority in MCGM and/or Judicial Body. If complaints are received by MCGM (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Implementation Agency. The employees of the Implementation Agency in no case shall be treated as the employees of the MCGM at any point of time.

**f. Independent Contractor**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige

the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

**g. Waiver**

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

**h. Notices**

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below-

MCGM:

Director (IT)

Basement, Annex Bldg., Municipal Corporation of Greater Mumbai,  
Mahapalika Marg, Fort, Mumbai – 400001.

---

Tel: 022-22754185/24811258

Fax: -

Implementation Agency:

M/s. \_\_\_\_\_

---

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) between the hours of 9.30 A.M and 5.30 P.M. at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and seven calendar days from the date of posting (if by letter).

**i. Personnel/Employees**

- i. Personnel/employees assigned by Implementation Agency to perform the services shall be employees of Implementation Agency and/or its sub-contractors, and under no circumstances will such personnel be considered as employees of MCGM. Implementation Agency shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. MCGM shall not be responsible for the above issues concerning to personnel of Implementation Agency.
- ii. Implementation Agency shall use its best efforts to ensure that sufficient Implementation Agency personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. MCGM or its nominated agencies shall have the right to require the removal or replacement of any Implementation Agency personnel performing work under this Agreement. In the event that MCGM requests that any Implementation Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by MCGM or its nominated agencies as per defined SLAs. The Implementation Agency shall depute quality team for the project and as per requirements MCGM shall have the right to ask Implementation Agency to change the team.

- iii. Management (Regional Head / VP level officer) of Implementation Agency needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by Implementation Agency in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Implementation Agency shall not remove such personnel without the prior written consent of MCGM. For any changes to the proposed resources, Implementation Agency shall provide equivalent or more experienced resources in consultation with MCGM. The penalty applicable for replacement of 'Key Personnel' within the first six months of the contract shall be Rs. 25,000 per change in resource. Maximum one replacement is permissible in the first six months.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of Implementation Agency freely to assign or reassign its employees; provided that Implementation Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MCGM shall have the right to review and approve Implementation Agency's plan for any such knowledge transfer. Implementation Agency shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

**j. Variations and Further Assurance**

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement or the SLAs.

**k. Survivability and Waiver**

- i. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within seven working days.
- ii. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

**l. Survivability**

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

**9.52 Applicable Law**

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Mumbai courts only.

### 9.53 Stamp Duty Payment

The stamp duty payable for the contract shall be borne by the Implementation Agency IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

IN WITNESS WHEREOF the Contractors and MCGM have hereunto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By.....

Of.....

In the presence of

1).....

2).....

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By.....

In the presence of

1).....

2).....

The Common Seal of the Municipal

Corporation of Greater Mumbai was

Affixed on this .....day of .....

S E A L

Two Thousand..... in the presence of

1).....

2).....

Two members of the Standing Committee

Of the Municipal Corporation of Greater Mumbai.

Witness.....

Municipal Secretary.....

.....

#### Attachments to the Agreement:

- i. Scope of Services for the Implementation Agency
- ii. Detail Commercial bid of the Implementation Agency accepted by MCGM
- iii. Corrigendum Document published by MCGM subsequent to the bid for this work
- iv. Bid Document of MCGM for this work
- v. LoI issued by MCGM to the successful Bidder
- vi. The successful Bidder's "Technical Bid" and "Commercial Bid" submitted in response to the bid
- vii. Irrevocable Undertaking

### Annexure V: List of Approved Banks

The Performance Bank Guarantee (PBG) issued by branches of approved Banks **beyond Kalyan and Virar can be accepted only if the said PBG is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit categorically endorsing thereon that the said PBG is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the Implementation Agency furnishing the Banker's guarantee.**

State Bank of India and its subsidiary Banks.		
1. State Bank of India.	2. State Bank of Hyderabad.	3. State Bank of Hyderabad.
4. State Bank of Mysore.	5. State Bank of Patiala.	6. State Bank of Saurashtra.
7. State Bank of Travancore.		
Nationalized Banks.		
8. Allahabad Bank.	9. Andhra Bank.	10. Bank of Baroda.
11. Bank of India.	12. Bank of Maharashtra.	13. Canara Bank.
14. Central Bank of India.	15. Corporation Bank.	16. Dena Bank.
17. Indian Bank.	18. Indian Overseas Bank.	19. Oriental Bank of Commerce.
20. Punjab National Bank.	21. Punjab and Sind Bank.	22. Syndicate Bank.
23. UCO Bank.	24. Union Bank of India.	25. United Bank of India.
26. Vijaya Bank.		
Other Public Sector Banks.		
27. Industrial Development Bank of India (IDBI)		
Private Sector Banks.		
28. Axis Bank Ltd.	29. Bank of Rajasthan Ltd.	30. Catholic Syrian Bank Ltd.
31. City Union Bank Ltd.	32. Development Credit Bank Ltd.	33. Dhanalakshmi Bank Ltd.
34. Federal Bank Ltd.	35. HDFC Bank Ltd.	36. ICICI Bank Ltd.
37. IndusInd Bank Ltd.	38. ING Vysya Bank Ltd.	39. Jammu and Kashmir Bank Ltd.
40. Karnataka Bank Ltd.	41. Karur Vysya Bank Ltd.	42. Kotak Mahindra Bank Ltd.
43. Lakshmi Vilas Bank Ltd.	44. Nainital Bank Ltd.	45. Ratnakar Bank Ltd.
46. SBI Commercial International Bank Ltd.	47. South Indian Bank Ltd.	48. Tamil land Mercantile Bank Ltd.
49. Yes Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		
50. Abhyudaya Co-Op. Bank Ltd.	51. Bassein Catholic Co-Op. Bank Ltd.	52. Bharat Co-Op. Bank Ltd.
53. Bombay Mercantile Co-Op. Bank Ltd.	54. Citizen Credit Co-Op. Bank Ltd.	55. Dombivli Nagari Sahakari Bank Ltd.
56. Greater Mumbai Co-Op. Bank Ltd.	57. Janakalyan Sahakari Bank Ltd.	58. Janata Sahakari Bank Ltd.

59. Kalyan Janata Sahakari Bank Ltd.	60. Kapol Co-Op. Bank Ltd.	61. Mahanagar Co-Op. Bank Ltd.
62. Mumbai District Central Co-Op. Bank Ltd.	63. NKGSB Co-Op. Bank Ltd.	64. New India Co-Op. Bank Ltd.
65. Parsik Janata Sahakari Bank Ltd.	66. Punjab & Maharashtra Co-Op. Bank Ltd.	67. Rupee Co-Op. Bank Ltd.
68. Sangli Urban Co-Op. Bank Ltd.	69. Saraswat Co-Op. Bank Ltd.	70. Thane Bharat Sahakari Bank Ltd.
71. Thane Janata Sahakri Bank Ltd.	72. The Cosmos Co-Op. Bank Ltd.	73. The Shamrao Vitthal Co-Op. Bank Ltd.
74. The Zoroastrian Co-Op. Bank.		
<b>State Co-op. Banks.</b>		
75. The Maharashtra State Co-Op. Bank.		
<b>Foreign Banks.</b>		
76. ABN Amro Bank N. V.	77. Abu Dhabi Commercial Bank Ltd.	78. American Express Banking Corporation.
79. Antwerp Diamond Bank N. V.	80. Arab Bangladesh Bank.	81. Bank International Indonesia.
82. Bank of America.	83. Bank of Bahrain and Kuwait BSC.	84. Bank of Ceylon.
85. Bank of Nova Scotia.	86. Bank of Tokyo-Mitsubishi Ltd.	87. Barclays Bank Plc.
88. BNP Paribas.	89. China Trust Commercial Bank.	90. Shinhan Bank.
91. Citi Bank N.A.	92. Calyon Bank.	93. Deutsche Bank.
94. DBS Bank Ltd.	95. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	96. J.P. Morgan Chase Bank N.A.
97. Krung Thai Bank Public Company Ltd.	98. Mashreq Bank psc.	99. Mizuho Corporate Bank Ltd.
100. Oman International Bank S.A.O.G.	101. Societe Generale.	102. Sonali Bank.
103. Standard Chartered Bank.	104. State Bank of Mauritius Ltd.	

**Annexure VI: Authorization letter for attending pre-bid meeting / bid opening**

(to be provided on the letter head of Bidder)

No.....

Date.....

To  
The.....  
Municipal Corporation of Greater Mumbai,  
Mumbai.

Sub: Bid No..... due date.....

Sir,

We here by authorize Mr./Ms. ....as our authorized representative, to represent us on the following occasion:-

- Pre-bid Meeting to be held on.....at.....A.M./P.M.
- Bid Opening on..... At..... A.M. /P.M.

Kindly permit him/her to attend the same.

Yours faithfully,  
Signature:  
Name of signatory:  
Designation:  
Rubber Stamp:



## Annexure VII: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 100 Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ ("Department") and \_\_\_\_\_ ("Company").

Whereas, Department and Company have entered into an Agreement ("Agreement")

\_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:

- a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. **Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
- d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.



- f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b) After it has become generally available to the public without breach of this Agreement by Company; or
  - c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d) Which Department agrees in writing is free of such restrictions.
  - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Hon. Municipal Commissioner, MCGM.
- a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
  - b) The place of arbitration shall be Mumbai.
  - c) The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d) The proceedings of arbitration shall be conducted in English language.
  - e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ..... years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

**For Department**

Name:

Title:

WITNESSES:

- 1.
- 2.

**For Company**

Name:

Title:

WITNESSES:

- 1.
- 2.

### **Annexure VIII: Irrevocable Undertaking**

(On Rs.500/- stamp paper)

I Shri / Smt. .... aged, ..... years Indian Inhabitant. Proprietor/ Partner / Director of M/s..... resident at do hereby give Irrevocable undertaking as under;

1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my / our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

### Annexure IX: Minimum Technical Specifications

#### A. Minimum specification for tablet

Processor	CPU	Qualcomm Snapdragon, octa core 2.0 ghz
Display	Size	10 inches
	Brightness	320 nits
	Resolution	FHD (1920 x 1200)
	Multitouch	10-point Multitouch
Audio		Inbuilt 2 x 2W Speakers
Memory	RAM	4Gb
	Storage	64Gb
	Removable	Up to 256GB via microSD
Connectivity	Sim slot	Type: micro Sim, Slots:Single sim Card slot
	LTE	4G,LTE,VoLTE
	Bands Supported	GSM : B2/3/5/8
		UMTS : B1/2/5/8
		FDD LTE,TDD LTE
	WLAN	WiFi with Dual Band
	Bluetooth	Bluetooth 5.0
Ports		one USB Type-C 2.0, supports OTG,
Certifications	Enviroment	RoHS-compliant
		CE/FCC
Camera	Rear	8MP Auto Focus
	Front	5MP fixed-focus
Sensors		G-Sensor Vibrator, Hall Sensor P-Sensor,L-Sensor Gyroscope
OS		Latest Android
Battery	Type	7000mAH
Accessaories	Standard	Standard Accessories like Charger, USB Cable etc.
Cover	Case Cover	With Stand facility

### Annexure X: RACI Matrix

The RACI matrix for various activities in the project is as given below.

Sr No	Activity	Selected Vendor	MCGM	FMS Vendor	Application Vendor
1	Requirement Gathering and Project Management Plan	R/A	€	€	I
2	Supply of Equipment as per Purchase Order	R/A	€	I	I
3	Configuration, Customisation, Development, Installation, Testing etc. (as per complete scope of work defined in this RFP)	R/A	€	€	I
4	Provisioning of Power to each equipments	R/A	€	€	I
5	Provisioning of LAN connectivity	R/A	€	€	I
6	Maintenance and Support	R/A	I	I	I
7	Civil Works of Server Rooms	€	R/A	€	I

For the above table, R= Responsible, A= Accountable, C= Consulted and I= Informed.

### Annexure XI: Pre-Bid Query Format

Bidder requiring specific points of clarification may communicate with Home Department during the specified period using the following format:

<b>BIDDER 'S REQUEST FOR CLARIFICATION</b>	
<<Name of Organization submitting query / request for clarification>>	
<<Full formal address of the Organization including phone, fax and email points of contact>>	Tel:
	Fax:
	Email:

Sr No.	Page No.	Section No.	Point No.	Existing Clause	Clarification/Query of Bidder

Please prepare the above table in Excel Format as shown above. Any other form shall not be entertained.

### Fraud and Corrupt Practices

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause , the following terms shall have the meaning hereinafter respectively assigned to them:

**A. “corrupt practice” means**

the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession

Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

**B. “fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

**C. “coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

**D. “undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

**E. “Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**F.** If the MCGM determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the MCGM may, after giving 14 days’ notice to the Bidder, terminate the Bidder employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

**G.** Should any employee of the Bidder be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

**i.** “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

**ii.** “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financer staff and employees of other organizations taking or reviewing procurement decisions.

**iii.** “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**iv.** “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

**v.** “coercive practice” is impairing or harming, or threatening to impair or harm,

### **Disclaimer**

The information contained in this e-tender document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Municipal Corporation of Greater Mumbai (MCGM), hereafter also referred as “The MCGM Authority “, or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Municipal Corporation of Greater Mumbai (MCGM) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This e-tender may not be appropriate for all persons, and it is not possible for the Municipal Corporation of Greater Mumbai (MCGM), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Bidder should therefore,



conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Municipal Corporation of Greater Mumbai (MCGM) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Municipal Corporation of Greater Mumbai(MCGM), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (MCGM) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.